

# INTERIM SERVICE AGREEMENT

## Introduction

This Interim Service Agreement is entered into as of September 15, 2003 ("Effective Date") between American Cellular Corporation ("ACC") and Chibardun Telephone Cooperative and CTC Telcom, Inc. (collectively "Chibardun").

## Recitals

- A. ACC is a Delaware corporation and a Commercial Mobile Radio Service ("CMRS") provider, as defined by the regulations of the Federal Communications Commission ("FCC"), which provides CMRS in parts of the State of Wisconsin.
- B. Chibardun and CTC Telcom are Wisconsin corporations providing local exchange service in parts of the State of Wisconsin.
- C. ACC and Chibardun are currently exchanging Telecommunications Traffic (as defined by 47 C.F.R. Section 51.701(b)) by transiting such traffic through a tandem switch operated by SBC Communications or an affiliate ("SBC") in Eau Claire, Wisconsin and through a tandem switch operated by Century Tel or an affiliate ("CenturyTel") in Rice Lake, Wisconsin. Through the SBC and CenturyTel tandems, Chibardun has routed to ACC calls originated by Chibardun customers to ACC customers identified by certain telephone number codes, i.e. 715-205, 715-296 and 715-790 ("Existing Codes"). Chibardun has also extended dialing parity to these calls and has rated such calls to its customers in the same way that it has rated customer calls to landline numbers identified by the same rate centers. In a similar manner, ACC has routed calls by its customers to Chibardun for termination to Chibardun customers.
- D. ACC has requested that Chibardun extend similar treatment to calls addressed to ACC customers identified by the 715-761 and 715-764 codes pending negotiation or arbitration of an interconnection agreement under the provisions of Sections 251 and 252 of the Telecommunications Act of 1996 ("Act").
- E. ACC has also sought production of certain cost and traffic studies for use in connection with the above referenced negotiations.
- F. Chibardun has requested that all Telecommunications Traffic originated by ACC and terminated to Chibardun end users be delivered by direct interconnection between the parties.
- G. Each of the parties is willing to agree to the other party's requests subject to the conditions and understandings set forth below.

**NOW THEREFORE** the parties agree to the following:

1. Beginning as soon as practicable following the receipt of the Access Service Request ("ASR") as provided in Section 3 of this Interim Service Agreement, Chibardun will program its switches so that calls by its customers to the 715-761 and 715-764 codes will be handled in the same manner as calls by its customers to the Existing Codes. Such treatment includes but is not limited to the following: (a) Chibardun customers will not be required to dial any more digits than would be required to dial a landline telephone identified by a number in the same rate center as the ACC number; and (b) Chibardun customers will not be billed more for calling ACC numbers than would be the case if they were dialing landline numbers in the same rate center.
2. As soon as practicable after the Effective Date, Chibardun will deliver to counsel for ACC copies of the traffic and cost studies on which it bases its positions on transport and termination costs, the percentage of land-to-mobile calls and mobile-to-land calls originated by each party, and the percentage of inter-MTA calls which Chibardun contends are subject to access charges rather than termination compensation under applicable rules. Delivery of the traffic and cost studies shall be subject to a Confidentiality Agreement on the terms agreed to by counsel for the Parties.
3. As soon as practicable after the Effective Date, ACC will issue an ASR and take the steps necessary to establish a direct two-way connection between Chibardun's tandem office in Dallas, Wisconsin and ACC's switch in Wausau, Wisconsin, it being the Parties' intention that Telecommunications Traffic between the parties be directly transported rather than transited through third parties. Chibardun will provision (and will bear the recurring costs of) such facility from Chibardun's tandem office in Dallas, Wisconsin to a meet point on the border of its service area, and ACC will provision (and will bear the recurring costs of) the remainder of the facility between the meet point and Wausau, Wisconsin. Non-recurring charges will be apportioned by the parties, with 70% of such costs being borne by ACC, and 30% by Chibardun.
4. During the term of this Interim Agreement, each party will pay the other \$.03 for each minute of traffic originated by it and terminated by the other. Because of the difficulty in identifying in real time the percentage of land-originated and mobile-originated traffic exchanged by the Parties, the parties agree that 70% of total traffic thus exchanged will be deemed to have been originated by ACC and 30% by Chibardun. For purposes of calculating minutes of use, Chibardun will record the number of mobile-to-land calls originated by ACC (and minutes of use) and will bill ACC for terminating such calls; and ACC will bill Chibardun for land-to-mobile calls based on such recorded information and the 70:30 ratio described above. If necessary the Parties will cooperate in establishing a separate trunk group in the mobile-to-land direction to facilitate measurement of traffic.
5. This is an Interim Service Agreement under the provisions of 47 C.F.R. Section 51.715; and the agreed compensation rate is therefore subject to true-up based on the termination compensation rate for Telecommunications Traffic ultimately negotiated by the Parties and/or ordered by the Wisconsin Public Service Commission.

6. By entering into this Interim Service Agreement none of the parties hereto waive any position taken by it in negotiations and/or before regulatory commissions.
7. Disputes hereunder will, if not resolved by negotiations between the parties, be submitted to the Wisconsin Public Service Commission.
8. Upon execution of this Interim Service Agreement and delivery to counsel for ACC of the studies referred to in paragraph 2 above, ACC will withdraw its Petition for Interim and Emergency Relief, (PSCW Docket #05-TI-820).
9. This Interim Service Agreement will remain in effect until the earlier of:
  - i. a permanent interconnection agreement has been negotiated by the parties and approved by the PSCW, or
  - ii. an interconnection agreement has been arbitrated and approved by the PSCW.

[The balance of this page left intentionally blank]

**IN WITNESS WHEREOF**, the parties have executed this agreement.

09/17/03 09:25 FAX 510 825 8253

WB LAW

4055298555

006

T-574

P.02/02

F-120

Sep-16-03 04:48pm From DOBSON

Chibardun Telephone Cooperative and CTC Telcom, Inc.

By: \_\_\_\_\_

American Cellular Corporation

By:  \_\_\_\_\_

Chibardun Telephone Cooperative and CTC Telcom, Inc.

By: *Axi Roemhild*

American Cellular Corporation

By: \_\_\_\_\_